

VI. EVALUATION

A. The BOARD shall evaluate the performance of the LIBRARY DIRECTOR using an evaluation form and process as determined by the BOARD.

B. The BOARD shall meet with the LIBRARY DIRECTOR to discuss the evaluation form and process as determined by the Board. Prior to any evaluation and not later than May 1 of each year of this AGREEMENT, the LIBRARY DIRECTOR shall provide the BOARD a written self-appraisal of her accomplishments and fulfillment of the duties identified herein. After the BOARD receives the LIBRARY DIRECTOR's self-appraisal, the BOARD and LIBRARY DIRECTOR shall meet in closed session or sessions to discuss the written performance evaluation that will be provided to the LIBRARY DIRECTOR and to discuss related matters.

C. Based on the closed session or sessions, the BOARD President shall have overall responsibility for completing the evaluation form on behalf of the BOARD and the BOARD President shall seek BOARD approval. By June 15 of each year of this AGREEMENT, the BOARD shall provide the LIBRARY DIRECTOR with a copy of the completed evaluation form. The LIBRARY DIRECTOR may respond to the BOARD's written evaluation either orally during a closed session or in writing.

D. The BOARD reserves the right, at any other time to undertake a special evaluation of the LIBRARY DIRECTOR.

An evaluation shall be based on performance of the duties and responsibilities contained within the position description for LIBRARY DIRECTOR, this AGREEMENT, and any specified goals and objectives of the LIBRARY DIRECTOR as determined by the Board.

VII. EXTENSION OF CONTRACT

This AGREEMENT may be extended by the BOARD at its sole discretion.

VIII. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between LIBRARY DIRECTOR and the BOARD, and constitutes the complete, final and exclusive embodiment of their agreement with respect to LIBRARY DIRECTOR's employment with the LIBRARY. The terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT is executed without reliance upon any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this AGREEMENT, and the Parties have carefully read this AGREEMENT, and sign the same of their own free will.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this AGREEMENT shall be binding on the heirs, executors, administrators, successors and assigns of the representative Parties.

X. APPLICABLE LAW

This AGREEMENT is subject to all applicable laws of the State of California, and rules, regulations, and policies of the BOARD, all of which are made a part of the terms and conditions of this AGREEMENT as though fully set forth therein.

XI. MODIFICATION

This AGREEMENT may be modified upon mutual written consent of the Parties.

XII. INDEPENDENT LEGAL ADVICE / REPRESENTATION

The LIBRARY DIRECTOR and the BOARD each recognize that in entering into this AGREEMENT that: (1) they have each relied upon the advice of their own attorneys and/or other representative; and (2) they have each read, understood, voluntarily accepted, and agreed to the terms of this AGREEMENT. The LIBRARY DIRECTOR acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interests exclusively and that no attorney-client relationship exists between the LIBRARY DIRECTOR and legal counsel for the BOARD.

XIII. BOARD APPROVAL OF AGREEMENT

This AGREEMENT shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AGREEMENT. LIBRARY DIRECTOR understands and acknowledges that this Agreement is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

XIV. WAIVER OF BREACH

No waiver of any breach of any term or provision of this AGREEMENT shall be construed to be, nor shall it be, a waiver of any other breach of this AGREEMENT. No waiver shall be binding unless in writing and signed by the Party waiving breach.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed on the date indicated below.

By: _____
President, Board of Trustees

Dated: _____

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of LIBRARY DIRECTOR of the Dixon Public Library District.

By: _____
Vanessa Christman

Dated: _____